

EXHIBIT A

NOTE SECURED BY DEED OF TRUST

STRAIGHT NOTE

\$ 93,564.00

California

December 4, 2010

In installments as herein stated, for value received, **Christian Lopez**, undersigned, promise to pay to KATN Revocable Living Trust, or order, at CAA, Inc. Las Vegas, NV, 89103 or as directed the sum of **(\$ Ninety-three Thousand Five Hundred Sixty-four) (\$ 93,564.00)**, with interest at the rate of **SEVEN AND 50/100** per cent per annum (7.50%), for 5 years with a Balloon Payment in 5 years. Payable in monthly interest only installments of \$ **584.78**, on the first day of each month and first payment to commence on **February 1, 2011**.

* Taxes and Insurance are the responsibility of the Client.

** (Five (5) year renewable option available at Beneficiaries discretion)

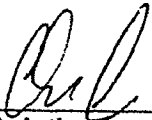
Late Charge: A late charge of \$25.00 shall be assessed for any payment received by Payee more than 10 calendar days after the due date. Loan is in default after 30 days past due and default rate is 9.00% per annum.

The privilege is reserved of paying this Note in full or in part any time prior to maturity date, without penalty.

Deed of Trust securing this note contains an Acceleration Clause.

Buyer is aware this Note contains a Balloon payment at maturity and is Due **January 1, 2016**.

Each payment shall be credited first on accrued interest, remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment of principal or interest or in performance of any obligation contained in the Deed of Trust by which this note is secured, the whole sum of principal and interest shall become immediately due at the option of the holder hereof. Principal and Interest payable in lawful money of the United States. Should the payee or his assigns be required to engage an attorney to enforce any provision of this note or Deed of Trust securing same, or in any proceeding brought by the undersigned in Court of Equity or law, or under the Bankruptcy Act, the undersigned promises to pay said sums as the court may fix as attorneys fees. This note is secured by a DEED OF TRUST, of even date, to CAA, Inc. a Nevada corporation.



Christian Lopez

DO NOT DESTROY THIS NOTE: When paid, this note with Deed of Trust securing same must be surrendered to Trustee for cancellation before reconveyance will be made.

EXHIBIT B

RECORDING REQUESTED BY

Christian Lopez

AND WHEN RECORDED MAIL TO

NAME: CAA Inc.

ADDRESS: 6767 W Tropicana Ave., #101

CITY: Las Vegas

STATE & ZIP: Nevada 89103

Recorded in Official Records, County of San Bernardino

**LARRY WALKER**
Auditor/Controller - Recorder

P Counter

12/09/2010
12:47 PM
RD

Doc#: 2010-0522989



Titles: 2 Pages: 3

Fees	39.00
Taxes	0.00
Other	7.75
PAID	\$46.75

TITLE ORDER NO.

ESCROW NO.

APN: 1028-041-19-0-000

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)

This Deed of Trust, made this 4th day of December, 2010, between Christian Lopez, A Married Man As His Sole and Separate Property, herein called Trustor,

whose address is 4132 Descanso Avenue, Chino Hills, CA 91709 and

CAA, Inc., herein called Trustee, and Alan-David Tikal, Trustee of the KATN Revocable Living Trust, herein called Beneficiary Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in San Bernardino County, California, described as:

See Exhibit "A" attached hereto and made a part hereof

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof in the principal sum of \$ 93,564.00

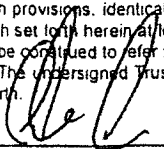
executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/68	7090	14
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429
RIVERSIDE	9/10/68			ACCOUNT = 87097 YEAR 1968				SAN DIEGO	9/10/68		
										SERIES 9 BOOK 1968 PAGE 155820	

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.


Christian Lopez

*SEE ATTACHED NOTARY ACKNOWLEDGEMENT

ACKNOWLEDGMENT

State of California
County of San Bernardino

On December 8, 2010 before me, Claudia Paez Baill Notary Public
(insert name and title of the officer)

personally appeared Christian Lopez
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Claudia Paez Baill Notary Public
(Seal)

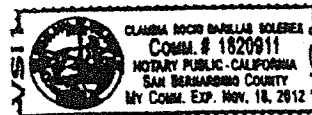


EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SAN
BERNARDINO, STATE OF CALIFORNIA. DESCRIBED AS FOLLOWS:

LOT 19, TRACT NO. 1932, AS PER MAP RECORDED IN BOOK 30 OF
MISCELLANEOUS MAPS, PAGES 1 TO 5 INCLUSIVE, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS,
COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

APN: 1028-041-19-0-000

EXHIBIT C

GREENE INFUSO, LLP
3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
(702) 570-6000

James D. Greene, Esq.,
Nevada Bar No. 2647
GREENE INFUSO, LLP
3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
Telephone: (702) 570-6000
Facsimile: (702) 463-8401
E-mail: jgreene@greeneinfusolaw.com

Counsel for Christian and Anna Carla Lopez

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re: ALAN DAVID TIKAL,

Debtor.

Bankruptcy No. 11-23486-LED

Chapter 7

CHRISTIAN LOPEZ & ANNA CARLA
LOPEZ,

Plaintiffs,

Adv. Pro. No. 16-01045-LED

vs.

ALAN DAVID TIKAL, also known as
DAVID ALAN TIKAL, individually and as
Trustee of KATN REVOCABLE LIVING
TRUST; VICTORIA NELSON, solely in
her official capacity as Chapter 7 Trustee,

Defendants.

**DEFAULT JUDGMENT
AGAINST DEFENDANTS ALAN
DAVID TIKAL AND VICTORIA
NELSON**

Hearing Date:
Hearing Time:

///

///

GREENE INFUSO, LLP
3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
(702) 570-6000

1 WHEREAS, the Court finds that adversary Defendant Alan David Tikal, also known as
2 David Alan Tikal, individually and in his capacity as the Trustee of the KATN Revocable Living
3 Trust ("Tikal" or "Defendant Tikal"), was served with a copy of the Summons and Adversary
4 Complaint in this action on August 4, 2016 (**ECF Nos. 14 & 15**); that Default was duly entered
5 against Tikal on September 28, 2016 (**ECF No. 21**); for Tikal's failure to answer or otherwise
6 defend this action; and that Tikal is not in the military service of the United States of America,
7 and is not an infant nor an incompetent person;

8 WHEREAS, the Court finds that adversary Defendant Victoria Nelson, solely in her
9 official capacity as Chapter 7 Trustee ("Nelson" or "Defendant Nelson"), was served with a copy
10 of the Summons and Adversary Complaint in this action on August 4, 2016 (**ECF No. 13**); that
11 Default was duly entered against Nelson on September 28, 2016 (**ECF No. 21**); for Nelson's
12 failure to answer or otherwise defend this action; and that Nelson is not in the military service of
13 the United States of America, and is not an infant not an incompetent person;

14 WHEREAS, the Court, having reviewed the Application for Entry of Default Judgment
15 against Defendant Tikal and Defendant Nelson ("Application"), the Notice of Hearing on the
16 Application, and the Declaration of James D. Greene filed in support of the Application;

17 WHEREAS, the Court, accepting as true the unopposed allegations of Plaintiffs Christian
18 Lopez and Anna Carla Lopez (collectively "Lopez" or "Plaintiffs") in the Adversary Complaint in
19 this action, and the unopposed allegation in the Declaration filed in support of the Application,
20 that as a direct and proximate result of the acts and/or omissions of Defendant, Plaintiff is entitled
21 to the relief requested in the Adversary Complaint;

22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

23 1. Default Judgment hereby is entered in favor of Plaintiffs and against Defendant
24 Tikal.

25 2. Default Judgment hereby is entered in favor of Plaintiffs and against Defendant
26 Nelson.

3. The Court finds that the following written instruments were fraudulently procured, and determines that Plaintiffs owe nothing to Defendant Tikal, and that the following documents hereby are cancelled, rescinded, voided, and declared to have no legal effect;

(A) Note Secured by Deed of Trust (Straight Note) dated December 4, 2010 (“Tikal Note”), a copy of which is attached hereto as **Exhibit A**; and

(B) Short Form Deed of Trust and Assignment of Rents (Individual) dated December 4, 2010 (“Tikal DOT”), which purports to secure the Tikal Note, and which was recorded as Instrument No. 2010-0522989 in the Recorder’s Office in San Bernardino County, California on or about December 9, 2010 against the real property owned by Plaintiffs commonly known as 4132 Descanso Avenue, Chino Hills, California (“Property”).¹ A copy of the Tikal DOT is attached hereto as **Exhibit B**.

4. Title to the Property hereby is quieted in favor of Plaintiffs, and against Defendant Tikal. The Tikal DOT hereby is expunged from title to the Property, and shall have no effect on title to the Property otherwise.

5. This Judgment may be recorded with the Recorder’s Office in San Bernardino County, California. Such recording shall provide public notice of the expungement of the Tikal DOT from title to the Property to the fullest extent permitted by law.

6. Pursuant to California Civil Code section 2941, Defendant Nelson, as the Trustee in this Chapter 7 bankruptcy case (“Trustee”), as assignee of the interests of Defendant Tikal, is authorized to, and shall, execute all such documents provided to her by Plaintiffs as may reasonably be necessary to reconvey, or cause to be reconveyed, the Tikal DOT. The Trustee shall either record such executed documents with the Recorder’s Office in San Bernardino

¹ The legal description of the Property is as follows: ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: LOT 19, TRACT NO. 1932, AS PER MAP RECORDED IN BOOK 30 OF MISCELLANEOUS MAPS, PAGES 1 TO 5 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. APN: 1028-041-19-0-000

1 County, California, or provide such executed documents to Plaintiffs, who thereafter may record
2 them.

3
4 Submitted by:

5 **GREENE INFUSO, LLP**

6 /s/ James D. Greene

7 James D. Greene, Esq.
8 3030 South Jones Boulevard, Suite 101
9 Las Vegas, Nevada 89146

10 Attorneys for Christian and Anna Carla Lopez

11 ###

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
GREENE INFUSO, LLP
3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
(702) 570-6000